

[illegible]

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|------------------------------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
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32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | | | | |
|--------------------------------------------------------------|--------------------------------|--------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL | <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |

| | | | | | |
|---------------------------------------------------------------|--|--------------------------|--|-----------------------------|--|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY (Print) | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | | 42b. RECEIVED AT (Location) | |
| | | | | 42c. DATE REC'D (YY/MM/DD) | |
| | | 42d. TOTAL CONTAINERS | | | |

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(Continuation from Standard Form 1449, block 18A.)

1.1 Contract Administration: All contract administration matters will be handled by the following individuals:

1.1.1 CONTRACTOR: Name: _____

Address: _____

City, State and Zip: _____

Telephone: _____

E-mail address: _____

1.1.2 GOVERNMENT: Contracting Officer
Department of Veterans Affairs
Chalmers P. Wylie VA Ambulatory Care Center
420 North James Road
Columbus, OH 43219-1834

1.2 CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer-
Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

1.3 INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

1.4 GOVERNMENT INVOICE ADDRESS: All invoices from the Contractor shall be mailed to the following address:

Fee Services (FEE)
Chalmers P. Wylie Ambulatory Care Center
420 North James Road
Columbus, OH 43219-1834

OFFEROR MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS, PARAGRAPH (B) AND COMPLETE FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OS SF1449 IN ORDER TO BE CONSIDERED FOR AWARD.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

| AMENDMENT NO | DATE |
|--------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

DUNS Number: _____
[See FAR 52.212-1 Instructions...(j) Data Universal Numbering System (DUNS) Number]

TAX IDENTIFICATION NUMBER: Please provide the tax identification number to be utilized for this contract.

TAX ID _____ - _____

Office of Inspector General of the Department of Health and Human Services (IG/HHS) has made a determination that prior to obligating VA contracts, purchase orders, task and delivery orders, and purchase cards orders paid with VA health care funds may not be entered into with any individual, or with any entity or organization that has been listed on the HHS/OIG Exclusionary List. VA does not have the burden of defending the merits of the HHS/OIG decision established under 42 U.S.C. 1320a-7.

HIPAA COMPLIANCE: HIPAA compliance is required. Business Associate Agreement under Public law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI) does NOT apply to this solicitation.

SPECIAL CONTRACT REQUIREMENTS

1. Under the authority of Public Law 104-262 and 38 USC 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and for the VA Ambulatory Care Center (VAACC), 420 N. James Road, Columbus, Ohio 43219 the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

a. The services specified in Section 1. - Schedule of Supplies/Services may be changed by written modification to this contract. The modification shall be prepared by the Contracting Officer (CO) and, prior to becoming effective, shall be signed by both parties.

b. Contractor shall provide scheduled services throughout the contract period. Other necessary personnel for the operation of the services contracted for at the VA will be provided by the Contractor at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.

c. The services to be performed by the Contractor shall be performed in accordance with VAACC policies, procedures and regulations of the medical staff by laws of the VA facility.

d. The Government reserves the right to refuse acceptance of Contractor, if personal or professional conduct jeopardizes patient care. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The Contracting Officer and Contracting Officer's Technical Representative shall deal with issues raised concerning contract personnel's conduct. The final arbiter on questions of acceptability is the Contracting Officer.

e. The Contracting Officer shall resolve complaints concerning Contractor relations with the Government employees or patients. The Contracting Officer is the final authority on validating complaints. In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

f. Contractor shall, in writing, keep the Contracting Officer informed of any unusual circumstances in conjunction with the contract.

2. DESCRIPTION OF FACILITIES/EQUIPMENT/INSTRUMENTS:

The Contractors' facility shall meet all federal, state and local fire and life safety codes and must be accessible and convenient for wheelchair patients and other handicapped or disabled Veterans.

3. QUALIFICATIONS:

- a.** The Contractor is responsible for and shall maintain all Federal and State licensing and certification requirements. Competency testing of the Contractor's clinical personnel will be performed by the Contractor.
- b.** Physicians providing service under this contract shall be board certified in radiation oncology. Technologists and therapists providing care to VA patients shall be certified. The supervising medical physicist providing service under this contract will be board certified.
- c.** The Contractor shall adhere to and comply with any and all Accrediting Agency requirements, including maintenance of records that document the provider's competence/performance improvement in accordance with either Joint Commission's or an equivalent accrediting agency's requirements. The Contractor must be accredited by American College of Radiology (ACR).

4. WORK HOURS:

- a.** The services covered by this contract shall be furnished by the contractor as defined herein. The contractor shall not be required, except in case of emergency, to furnish such services on a Federal Holiday or during off duty hours as described below.

- b.** The following terms have the following meanings:

(1) Normal working hours: Monday through Friday, 8:00 a.m. – 4:30 p.m., excluding federal holidays.

- (2) Federal Holidays: The 10 holidays observed by the Federal Government are:

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas

AND any other day specifically declared by the President of the United States to be a federal holiday.

When one of the holidays falls on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

Off Duty hours: Hours other than those described in 4(b) (1).

5. TERMS OF THE CONTRACT:

Services will be provided in accordance with the Performance Work Statement and all terms, conditions, and provisions of the resulting contract. The contract is effective Twelve Months from Date of Award. The total duration of this contract may not exceed two (2) years. The contract is subject to availability of VA funds. The Contractor shall perform no services after September 30th each year until the contracting officer authorizes such services in writing.

a. The Contracting Officer will be the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer will be authorized to make commitments or issue changes that affect price, quantity, or quality of performance of this contract in writing. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered unauthorized by the local VAMC and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

b. The COTR will be responsible for the overall technical administration of this contract as outlined in the COTR Delegation of Authority.

6. KEY PERSONNEL:

a. The Contractor shall assign to this contract the following: Board Certified Radiation Oncologists and Board Certified Radiation Physicist.

b. In order to provide a continuity of patient care to VA beneficiaries the Contractor shall provide designated physician(s) to perform the requirements of this contract.

Name_____Title_____Name_____Title_____

Name_____Title_____Name_____Title_____

Name_____Title_____Name_____Title_____

Name_____Title_____Name_____Title_____

7. SERVICES:

a. The services specified in the Sections entitled Price/Cost Schedule and Special Contract Requirements may be changed by written modification to this contract.

b. Other necessary personnel for the operation of the services contracted for at the VA will be provided by the VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.

c. The services to be performed by the Contractor will be performed in accordance with VA policies and procedures and the regulations of the MEDICAL STAFF- BY - LAWS of the VA facility.

8. NATIONAL PROVIDER IDENTIFIER:

a. The National provider identifier (NPI) is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall ensure that the health care practitioners and/or medical center providing service under the contract obtains a NPI and provides it to the Contracting Officer.

b. Prior to acceptance, all contract providers must comply with hospital credentialing guidelines, providing all required information on the timeline established by the Medical Center Credentialing Officer. Credentialing and privileging shall be completed in accordance with the provisions of VHA Handbook 1100.19 dated October 2, 2007 found at the web address below.

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1806

c. This Veterans Health Administration (VHA) Handbook provides updated VHA procedures regarding credentialing and privileging, to include incorporating: VHA policy concerning VetPro; the Expedited Medical Staff Appointment Process; credentialing during activation of the facility Disaster Plan; requirements for querying the Federation of State Medical Boards (FSMB); credentialing and privileging requirements for Telemedicine and remote health care; clarifications for the Summary Suspension of Privileges process in order to ensure both patient safety and practitioner rights; and the credentialing requirements for physician assistants (PAs) and advanced practice registered nurses (APRNs). The credentialing, but not privileging, requirements of this Handbook apply to physicians, dentists, and other practitioners allowed by law and the facility to practice independently who are assigned to Research or administrative positions not involved in patient care.

9. CONTRACTING WITH PARTIES LISTED ON THE OIG LIST OF EXCLUDED INDIVIDUAL/ENTITIES:

a. Federal Law prohibits the payment of salary or other compensation to individuals or businesses which are listed on the Health and Human Services (HHS) OIG "List of Excluded Individuals and Entities (LEIE)" ("Exclusionary List"). This list will list individuals who defraud Medicare and Medicaid, commit insurance fraud or other theft offenses, or are convicted of certain drug crimes. Assurance will be made that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor is required to check the

HHS-OIG, List of Excluded Individuals/entities on the OIG website (www.hhs.gov/oig) for each person providing services under this contract. Further the Contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract, the Contractor is prohibited from using any individual or business listed on the LEIE.

By signing the offer, the Contractor certifies that he/she has reviewed the OIG List of Excluded Individuals/Entities and that the proposed candidate(s) and/or firm are not listed as of the date the offer was signed.

10. MEDICAL LIABILITY:

a. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g. professional judgments, diagnosis for specific medical treatment), in accordance with FAR 37.401(b) (Non-personal Health Care Services.)

b. Medical Liability: See VAAR Clause 852.237-7 – The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract

11. TORT CLAIMS:

Contractor employees are not covered by the Federal Tort Claims Act. When a Contractor employee has been identified as a provider in a tort claim, the Contractor employee is responsible for notifying the Contractor's legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor employee's action or non-action is the responsibility of the Contractor and/or insurance carrier.

12. PERSONNEL POLICY:

a. The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following for servicing personnel:

- Worker's Compensation
- Professional Liability Insurance
- Health Examinations
- Income Tax Withholdings, and
- Social Security payments

The parties to this contract agree that such personnel shall not be considered VA employees for any purpose and shall be considered employees of the contractor only.

13. CERTIFICATION OF INSURANCE: Certification of Insurance, i.e., general liability, property damage, liability and employer's liability and worker's compensation must be received before award of contract. "Evidence of completion of required licensure, credentials, required training, current competencies and background investigations **must** be validated for all contractor personnel referred to perform services under this contract **prior** to providing direct patient care."

Contractor shall not have any personnel report to duty until written notification is received from the Contracting Officer advising the candidate(s) presented has met all requirements for contractor performance.

14. INVOICING AND PAYMENT:

a. Payment to the Contractor shall be made monthly in arrears, upon receipt of a properly prepared invoice. Payment for services will be at the rates specified in the Schedule of Supplies/Services. The method of payment will be based on the discount Medicare Allowable Fee Schedule for Participating (PAR) Members identified in the Schedule of Services. Billings rendered by the Contractor to the VAACC shall include all costs that include technical, professional components as well as facility charges and shall be invoiced utilizing a Health Care Financing Administration (HCFA 1500) Health Insurance Claim Form, for each beneficiary receiving services. Contractor shall submit an invoice for consult services and a separate invoice for completed treatment. The invoices shall contain the following information:

Contract Number and Purchase Order Number (if applicable)
Name of Beneficiary
Itemized statement of services rendered by CPT Code and Rates
Total Price

b. All payments are to be made to the Contractor in accordance with Title 42 Code of Federal Regulations (CFR) 415.170 and CFR 415.180.

<http://law.justia.com/us/cfr/title42/42-2.0.1.2.15.4.51.6.html>

c. Payment for any leave, including sick leave, holiday, or vacation time, shall be the responsibility of the Contractor. VAACC will pay for actual hours worked. The invoice shall include the contract number, patient name, dates and description of procedures, Current Procedural Terminology (CPT), Healthcare Common Procedure Coding System (HCPCS), and Medicare allowable fee and discount.

d. Invoices (HCFA 1500) shall be sent to:

Department of Veterans Affairs VA Ambulatory Care Center Attn: Fee Services (136B) 420
N. James Rd. Columbus, OH 43219.

e. Professional services invoiced under this contract must be provided by attending physicians and not by residents. The Contractor shall certify in writing that the service was provided by an attending physician prior to VA processing payment.

f. Invoices for services furnished to a VA beneficiary under the terms of this contract shall be billed in full. The beneficiary, his/her insurer or any other third party shall not be billed.

g. Failure to comply with all terms and conditions of this contract shall result in invoices submitted for reimbursement during that period to be considered incomplete. Interest penalties imposed under the Prompt Payment Act shall not apply to incomplete invoices or invoices received after the established invoice due date.

h. Contractor will identify and assign personnel to be the liaison for billing purposes.

OFFEROR MUST COMPLETE AND RETURN ALL INFORMATION REQUESTED, INCLUDING THE INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, WITH YOUR PROPOSAL.

15. QUALITY MANAGEMENT:

a. The Contracting Officer's Technical Representative (COTR) shall be the VA official responsible for verifying contract compliance. The COTR for this contract shall be the VAACC Chief of Specialty and Acute Care (SAC). After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer and reported through the Chief of Staff to the EMB at least quarterly.

b. The Government will evaluate the Contractor's performance under this contract. The Government will record all surveillance observations. When an observation indicates defective performance, the COTR will require the Contractor's representative at the site to initial the observation documentation. The Contractor's representative initialing the observation documentation does not necessarily constitute concurrence with the observation, only acknowledgment. Government surveillance of tasks may occur at any time during the performance period of this contract.

c. Administrative performance of the contract will be the responsibility of the Contracting Officer and the COTR. The COTR will report his/her findings through the Chief of Staff to the Executive Management Board (EMB) quarterly and will oversee clinical performance of the contract.

d. Customer complaints/suggestions/compliments will be recorded and forwarded to the VAACC COTR, as appropriate each month, or more frequently if a significant problem occurs. Complaints, suggestions, compliments and resolution of problems will be reported quarterly to the Contracting Officer and to the EMB.

e. The COTR will be responsible for presenting on a quarterly basis all results of compliance and performance, including untoward patient incidences, to the Contracting Officer and to the EMB and they will be filed as part of the contract compliance folder. Failure of the Contractor to comply with the specified terms and conditions and/or adverse reports from external monitoring agencies that indicate poor quality of services will be grounds for termination of the contract. Immediate (within 24 hours) notification must be given to VAACC regarding adverse action by any regulatory agency (as appropriate).

f. The Contractor shall notify the Contracting Officer and the VAACC Chief of Staff in writing whenever a malpractice claim involving an enrollee has been filed against the Contractor. The Contractor shall forward a copy of the malpractice claim within three (3) business days after receiving notification that a claim has been filed. The Contractor shall notify the Contracting Officer and the VAACC Chief of Staff when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification shall include the name, title and specialty of the provider. All written notifications shall be sent to the Contracting Officer and to the Chief of Staff at the following address:

Department of Veterans Affairs Chief of Staff (11) Chalmers P. Wylie VA Ambulatory Care Center 420 N. James Road Columbus, OH 43219

g. The Contractor is required to meet all VHA performance and quality criteria and standards. These performance and quality criteria and standards may change during the course of the contract. New or revised quality/performance criteria or standards will be provided to the Contractor before their implementation date. Contractor will demonstrate an on-going program for peer-review of radiation oncology clinical operations. Peer review, conducted quarterly or more frequently, will document the following components: peer-review of treatment management decisions, radiation therapy prescriptions, and the delivery of radiation therapy.

h. Contractor and VAACC shall hold evaluation conferences quarterly and as necessary to review relevant data, information, quality and appropriateness of care, utilization of services, customer satisfaction and quality management activities.

i. Contractor shall maintain a Quality Assurance program related to oncology services covered under this contract and provide tracked and trended data to the COTR on a quarterly basis.

16. COMPLIANCE:

Contractor shall be in compliance with VAACC Compliance and Business Integrity (CBI) Policy. The VAACC will take appropriate action as set out in its CBI Policy if the Contractor is found to be non-compliant. All Contractors providing healthcare services, items or billing shall receive VAACC CBI Policy (Clinic Memorandum No. 00-72) and other information necessary to ensure compliance with standards set forth in the compliance plan. These documents will be provided after award.

a. HHS/OIG - To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Service – Office of Inspector General, List of Excluded Individuals/Entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. Further the contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

b. HIPAA Compliance - Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI).

c. Insurance Liability - Contractor shall not under any circumstances charge VA beneficiaries or their insurance companies for services rendered by the contractor even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

d. Medical Records - Contractor will provide health care to patients seeking such care from or through VA. As such, contractor is considered part of the Department health activity for purposes of the following statutes and the VA regulations implementing these statutes: the Privacy Act, 5.U.S.C. § 552a, and 38 U.S.C. §§ 5701, 5705 and 7332. Contractor and its employees may have access to VA patient medical records to the extent necessary. Notwithstanding any other provision of this contract, contractor and its employees may disclose patient treatment records only pursuant to explicit disclosure authority from VA. Contractor and its employees are subject to the penalties and liabilities contained in statutes and regulations for unauthorized disclosures of such records and their contents.

(1) Records created by the Contractor in the course of treating VA patients under this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations.

(2) Upon the expiration of this contract or termination of the contract, the Contractor will promptly provide the VA with the individually identified VA patient treatment records.

e. National Provider Identifier - The National provider identifier (NPI) is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall ensure that the health care practitioners and/or medical center providing service under the contract obtains a NPI for all participants working under this contract and provides it to the Contracting Officer.

f. Required Registration with Contractor Performance System (CPS) –

(1) As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed

\$100,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor Performance System (CPS), which is maintained by the National Institutes of Health (NIH). The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

(2) Each Contractor whose contract award is estimated to exceed \$100,000 is required to register with the NIH CPS database at the following web address: <https://cpscontractor.nih.gov>. Help in registering can be obtained by contacting CPS Support E-mail (cps-support-1@list.nih.gov) or by calling (301) 451-2771. Registration shall occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

(3) For contracts with a period of one year or less, the Contracting Officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

(4) Failure to have a current registration with the NIH CPS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

17. CONTRACTOR PERFORMANCE SYSTEM:

'The Department of Veterans Affairs is in the process of transitioning into a new Contractor Performance Assessment Reporting System (CPARS) once confirmation has been received on the new system a modification to the contract will be made.'

18. MEDICAL RECORDS:

a. All examination, treatment, care and associated administrative contact will be fully documented for record keeping purposes. Contractor will adhere to all laws, regulations, Joint Commission or other equivalent accrediting agency requirements, and VAACC policies pertaining to formation and maintenance of medical and administrative records, documentation within the medical record, release of information, and retention and retirement of medical records.

b. The patient's medical record shall remain the property of VAACC. The contracting facility is entitled to keep a copy of the record documenting the treatment provided. A copy should be sent to the VAACC, Columbus.

c. Access to copies of patient's medical records shall be made available upon request to VAACC with beneficiaries consent.

d. Contractor shall provide the VA with a point of contact preferably a case manager of communication to permit immediate inquiry regarding the status of pending procedures, tests, etc., and patient status via progress notes, etc., preferably a case manager to be immediately accessible to VAACC Case Manager in the coordination of care.

e. Clinical or other medical records of VA beneficiaries treated by the Contractor shall be forwarded to the VA COTR/Patient Care Facilitator (or designee).

f. All medical records should contain the patient's date of birth and social security number.

19. SPECIAL CONTRACT REQUIREMENTS:

Under the authority of Public Law 104-262 and 38 USC 8153, the Contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, VA Ambulatory Care Center (VAACC), the services and prices specified in the Section entitled Price/Cost Schedule of this contract.

The Contractor further agrees to comply with all VA security policies and applicable confidentiality statutes, including Health Insurance Portability and Accountability Act (HIPAA), 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552A and 45 C.F.R. Parts 160, 162 and 164.

20. SECURITY REQUIREMENT FOR CONTRACTOR EMPLOYEES:

a. Contractor shall ensure the confidentiality of all patient information and shall be held liable in the event of breach of confidentiality. Any person, who knowingly or willingly discloses confidential information from the VA Ambulatory Care Center, may be subject to fines of up to \$20,000.00 per 38 U.S.C. 7332 (g), Confidentiality of Certain Medical Records.

b. All personnel acting on this contract will be required to have a background NACI.

c. System Security: The Contractor shall provide VHA with the full assurance that security measures have been implemented which are consistent with OMB Circular A-130 and VA Departmental Standards (copies attached in Section D).

21. COMPUTERIZED PATIENT MEDICAL RECORD SYSTEM: Contractor's employee(s) shall document all patient services through Electronic Medical record, and scanned into the VA Computerized Patient Record System (CPRS). All documentation must be accurate, complete, signed by attending physicians and submitted within 24 hours of electronic approval by the physicians. The record consists of a paper legacy system, with new records being scanned

into CPRS by designated Contractor's employees. Contractor shall designate a primary and alternate person who shall be scanning records into the CPRS system. Contractor shall provide the full names of those persons to the Contracting Officer for training and background investigation purposes. Consultation documentation should include all of the following:

- Chief Complaint
- TNM classification of tumor(s) and staging
- Performance classification (Karnofsky or RTOG)
- Current meds/med allergies
- H&P
- Vital signs
- Results of physician examination
- Pain assessment
- Results of diagnostic tests

The Contractor's employee(s) shall be required to utilize the VA CPRS system to obtain all necessary medical records of the Veterans authorized for treatment (including lab reports, imaging reports, pathology, demographics and prior medical history) to determine appropriate course of treatment. Contractor's employees shall be required to enter prescriptions, additional diagnostic imaging, and/or laboratory orders necessary for patient's treatment plan into VA's CPRS, and shall instruct patients to report to the FILL IN VAMC for any written orders/requests.

22. CONTRACT ADMINISTRATION: The Contractor shall contact the Contracting Officer or Administrative Contracting Officer (ACO) on all matters pertaining to contract administration. Only the Contracting Officer or Administrative Contracting Officer is authorized to make commitments or issue changes, which will affect the price, statement of work, quantities and delivery schedule provisions of this contract. Any change of function by Chalmers P. Wylie Veterans Affairs Ambulatory Care Center (VAACC-Columbus) at 420 North James Road, Columbus, OH 43219-1834, which may affect this contract as contemplated by this paragraph, and which requires permanent adjustments in frequency or type of performance, will be coordinated with the Contractor by the Contracting Officer or the Administrative Contracting Officer.

23. JOINT COMMISSION/EQUIVALENT ACCREDITING AGENCY SPECIAL STANDARDS:

a. The Contractor shall be responsible to ensure that the Contractor's employees providing work on this contract are fully trained and competent to perform the work required.

b. The Contractor is required to maintain records that document competence/performance level of Contractor employees working on this contract in accordance with Joint Commission (JC) and other regulatory body requirements. The Contractor will provide a current copy of the competence assessment checklist and annual performance evaluation to the COTR for each Contractor employee working on this contract.

c. The VA will monitor the Contractor employees' work to ensure contract compliance.

d. Notwithstanding other contract requirements, upon request of the Contracting Officer, the Contractor will remove from the work site a Contractor employee who does not meet competency requirements for the work being performed.

e. When changes in Contractor personnel are approved, the Contractor must provide evidence of the current competence assessment and current performance evaluation that supports paragraph a. above.

f. If the Contractor is not Joint Commission or equivalent accrediting agency accredited, the Contractor must perform the required work in accordance with Joint Commission hospital standards. A copy of these standards may be obtained from The Joint Commission on Accreditation of Healthcare Organizations at <http://www.jointcommission.org/>.

B.2 PERFORMANCE WORK STATEMENT (PWS):

1. This contract is for Radiation Therapy Consultation and Treatment services to eligible VA beneficiaries at the Chalmers P. Wylie VA Ambulatory Care Center (ACC), 420 N. James Road, Columbus, Ohio 43219, in accordance with the terms and conditions stated herein and in accordance with Public Law 104-262 and 38 USC 8153. The Government is not obligated to any specified amount of products and/or services, but shall be obligated to provide payments for all items/services furnished in accordance with this contract.

Contractor shall provide outpatient professional and technical radiation therapy services at their facility for Veterans eligible for care at the Chalmers P. Wylie VAACC, as well as providing the materials, supplies, equipment and qualified supervision as specified herein. All professionals providing services under the terms of this contract shall be appropriately certified and/or licensed as described herein and possess the requisite skills and experience to perform radiation therapy services.

The unit costs in the Schedule of Supplies/Services represent total payments by the VA for all services (professional, technical, and hospital), supplies, facilities and equipment necessary for each course of treatment and consultation.

It is estimated between seventy-five (75) and two hundred and fifty (250) patients will require Radiation Therapy Services during each 12-month period.

Reimbursement will be based on the current (PAR) Medicare Physicians Fee Schedule as defined by Current Procedural Terminology (CPT) codes and applicable Health Care Financing Administration (HCFA) Common Procedure Coding System (HCPCS), for Radiation Oncology, in place at the time the service is rendered. For purposes of this contract, reimbursements will be based on the locality code used by Medicare for that contractor's location.

Contractor will provide VA with CPT Code Schedule and a proposed Fee Schedule, not to exceed Medicare (PAR) reimbursement, prior to December 28th of each year. Services performed without physician assessment will be billed exclusive of any visit code. Services performed with physician assessment will be billed inclusive of the appropriate visit code.

Periodical and annual updates to the Medicare (PAR) Fee Schedules are incorporated by reference and will become effective as directed by the publication.

Medicare allowable reimbursement rates are the benchmark for this contract. Proposed rates for the base year will correspond to the most current and active published Medicare rates at the time services are rendered under the contract. The VA will pay, per episode of care, at agreed upon rate at the time the patient is treated. **Initial offer shall contain a proposed rate for each CPT code listed on the price schedule for base and option years.** Contractor shall be required to provide a list of current Medicare rates and new proposed rates at any time there is a change in Medicare rates. Reimbursement for medically necessary services (CPT codes) that are authorized by the VA and not included in the price schedule will be paid in accordance with 38CFR17.56 and shall not exceed the maximum allowable Medicare rate in effect at the time of the procedure.

Proposed rate shall be based on current Medicare rate in effect at the time of procedure, the proposed rate and the percentage of Medicare rates should be indicated in the spaces provided.

2. LOCATION OF PROCEDURES:

All examinations/procedures are performed on an outpatient basis at the Contractor's facility. Due to the geographical locations the contractor's facility must be within a twenty (20) mile radius of the Chalmers P. Wylie VAACC. The Contractors' facility shall meet all federal, state and local fire and life safety codes and must be accessible and convenient for wheelchair patients and other handicapped or disabled Veterans.

All examination, treatment, care and associated administrative contact will be fully documented for record keeping purposes. Contractor will adhere to all laws, regulations, JCAHO requirements, and VAACC policies pertaining to formation and maintenance of medical and administrative records, documentation within the medical record, release of information, and retention and retirement of medical records. The patient's medical record shall remain the property of VAACC. Access to copies of patient's medical records shall be made available upon request to VAACC. Contractor shall provide the VA with a dependable means of communication to permit immediate inquiry regarding the status of pending procedures, tests, etc., and patient status via progress notes, etc., preferably a case manager to be immediately assessable to VAACC Case Manager in the coordination of care. Consultation notes shall be provided to VAACC within forty-eight (48) hours of consultation. Progress notes (signed dictation) will be provided to VAACC within 72hrs. All medical records should contain the patient's social security number.

Patient information must be protected under the provisions of the Privacy Act of 1974 (5 USC 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. The Contractor's employee(s) are responsible for protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion.

3. LICENSURE/REGISTRATION.

1. The Contractor is responsible for and shall maintain all Federal and State licensing and certification requirements. The Contractor shall adhere to and comply with any and all JCAHO requirements, including maintenance of records that document the provider's competence/performance improvement in accordance with VAACC, JCAHO, and other regulatory body requirements.

4. RADIATION THERAPY SERVICES:

1. Upon written authorization, the Contractor shall provide to the authorized VA patient a medical evaluation, a treatment plan, the series of radiation treatment indicated by the plan, follow up evaluation and other examinations, evaluations and procedures which are necessary to accomplish the course of radiation therapy treatment. The services required for each treatment series is as follows in the order listed below:

2. **Patient Consultation:** A radiation therapy consultation is defined as a comprehensive patient evaluation provided at the request of the referring physician. A consultation shall consist of a meeting of the patient and a radiation oncologist at the contracting facility, a history and physical examination, and a review of pertinent x-rays and laboratory results as well as the patient's medical record. All procedures conducted shall be documented in a written report (consult) which shall become a permanent part of the patient's VA medical record. The written consult shall indicate whether or not radiation therapy is recommended for the patient. When radiation therapy is not recommended, no further action is required except documentation of this determination. This documentation is to be completed within 48 hours of consultation.

- a. The physician must be a board certified radiation oncologist and available for consultation with VA physicians and/or patients.
- b. A board certified radiation oncologist from the contracted group shall attend and participate in the Chalmers P. Wylie VAACC Cancer Care Conference at no cost to the VAACC. The Cancer Care Conferences are held at the VAACC monthly.

3. **Treatment Plan:** When it is determined radiation therapy is appropriate, a goal-oriented treatment plan shall be developed by the radiation oncologist for each patient and made a part of the VA medical record. The treatment plan shall include the type of radiation to be administered, the dosages, the treatment dates, and the follow-up examination date(s). Treatment plans may be altered as necessary during the course of the patient's treatment.

4. **Treatments:** Each patient shall have access to a full range of radiation therapy services. Each patient shall receive treatment at the contracting facility in accordance with his/her treatment plan. Treatments shall be delivered by a certified therapeutic radiologist technologist (ARRT) as prescribed and approved by a board certified radiation oncologist and shall consist of one or more of the following to include: external beam radiation therapy 2D, 3D, or Intensity Modulated Radiation Therapy (IMRT).

a. Prior to beginning radiation treatment, Contractor shall instruct the patient and care givers on the risks involved including symptom management and symptoms requiring immediate intervention. The patient shall be given names and telephone numbers of persons to contact to report these symptoms. Informed consent shall be completed prior to implementation of initial treatments and shall be documented into CPRS prior to 1st treatment.

b. Contractor shall provide the patient with written guidelines regarding their rights and responsibilities. This includes keeping the patient informed of all issues affecting care and inviting full participation in planning and implementing care. Patient expectations of the contractor should also be outlined. The patient must be advised of their right to submit complaints and procedures concerning such.

c. The Contractor shall maintain written policies and procedures that clearly define guidelines for protecting patients and employees from all unnecessary radiation exposure, provisions for the safe use, removal, handling and storage of radiation and other radioactive elements.

d. All VA medical record copies shall be safeguarded in accordance with the contracting facility's normal procedures. The Contracting Officer's Technical Representative (COTR), is authorized to review, either by on-site surveys and/or records review, the quality of care rendered under this contract. The contractor shall furnish specific clinical information when it is professionally considered necessary by the VAACC. Clinical or other medical records of VA beneficiaries treated by the contractor shall be forwarded to the Chalmers P. Wylie VAACC. The progress notes and other documentation shall include the full name of the patient and the full social security number.

5. Follow up Examination: A board certified radiation oncologist must see each patient at least one (1) time following the radiation therapy treatment series within thirty (30) calendar days of the end of a treatment series. The follow-up examination shall consist of a physical examination of the patient and a review of the current medical record. The purpose of this examination is to evaluate the patient's response to therapy and a written evaluation shall be completed for the patient's medical record. Prior to any initiation of new treatment, approval must be obtained from the Chalmers P. Wylie VAACC COTR. Additional laboratory and x-rays must be performed at the Chalmers P. Wylie VAACC.

6. Emergency Treatment: In the event a patient requires emergency care while at the contracted facility, appropriate treatment shall be provided by the contracted facility staff. The Utilization Review Coordinator at the Chalmers P. Wylie VAACC shall be notified immediately should a death occur or hospitalization be necessary. When hospitalization is required, the patient shall be transferred according to the direction of the Utilization Review Coordinator. In the case of a life threatening emergency, when immediate transfer is necessary, transfer to the nearest appropriate facility will be made through the 911 system. In these instances, the Utilization Review Coordinator will be notified of the event within 24 hours.

7. Release of Information: The Contractor shall only release medical information obtained during the course of this contract to other Contractor's staff involved in the care and treatment of that individual patient.

8. Infection Control Requirements: Health Tests - Contractor personnel shall provide VAACC with, proof of the following tests within five (5) days prior to first work performed under this contract. Tests shall be current within the past year. Updates of this information shall be provided to the VAACC COTR on an annual basis.

Tuberculosis Testing - All Contractor personnel shall provide proof of a negative reaction to Purified Protein Derivative (PPD) testing. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.

c. Rubella Testing - All Contractor personnel shall provide proof of immunization for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization must be administered with follow-up documentation to the COTR.

d. OSHA Regulation concerning Occupational Exposure to Blood-borne Pathogens - The Contractor shall provide a generic self study training module to its personnel; provide Hepatitis B vaccination series at no cost to its personnel who elect to receive it; maintain and distribute an exposure determination and control plan to its personnel; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident.

VA will notify the Contractor of my significant communicable disease exposures as appropriate. The contractor's occupational health provider shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (ASIC 1998; 26:289-354) which may be accessed at the following web address: www.cdc.gov/ncidid/hip/GUIDE/infectcon98.htm for disease control. The contracting agency shall provide follow up documentation of employee's clearance to return to the workplace prior to their return.

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B.3 SCHEDULE OF SUPPLIES/SERVICES:
Continuation of SF1449

Chalmers P. Wylie VAACC has the need for outpatient radiation therapy consultation and treatment services at the contractor's facility. Contractor shall provide professional and technical radiation therapy services to include materials, supplies, equipment and qualified supervisions specified herein for eligible veterans of the Department of Veterans Affairs Chalmers P. Wylie VAACC. The VAACC intends to award a single contract by geographical location. It is estimated between 75-250 eligible Veterans will require radiation services per year.

Pricing Instructions:

Pricing is based on all the cells using CMS regulations that include not only professional components but also facility costs.

In order to be considered responsive, offerors must fill out the cells in the following columns in the Price Schedule for each Contract Line Item Number (CLIN) for the base year. The total extended price should identify all CMS pricing.

If the standard medicare rate or other standard rate is not used when completing the Pricing Model, the offeror shall explain any differences. The Percent of Medicare entry is extremely important since the contract award will be based on that rate. Correspondingly, all work obtained under this contract will be priced at the Percent of Medicare rate. Throughout the life of the contract the VA shall pay the percentage of the Medicare rate effective at the time the service is provided by the Contractor.

The Offeror shall document in its proposal any assumptions. The Offeror shall provide any information in its proposal that it feels may assist the contracting officer to determine whether the price is fair and reasonable.

CPT codes have been supplied in the price/cost schedule to provide a uniform methodology to evaluate proposed offers. While the quantities are based on historical data, they do not represent the entire volume or breadth of services VHA intends to acquire under this contract. VA intends to purchase all services related to the (CLIN) listed in the price/cost schedule. After award VAACC may have the need to add services not listed. If such needs arise, VAACC will ask the contractor if such services can be provided and, if so, VAACC may negotiate a modification to add those services.

In order to be considered responsive, offers must include all services listed within each CLIN. Unit pricing should be supplied for each code listed, as well as the extended cost per CLIN. No codes should be left blank. If for some reason a code on the schedule has expired or is for any other reason unusable, offerors should annotate the Price per Code block with "N/A". Prices listed on the schedule should be based on Medicare rates in effect at the time of proposal due date.

At the end of each Specialty Area Section Offerors must enter a Percent of Medicare that the proposed price represents. **Percentage of Medicare to be charged must be the same for all CPT codes.** The Percent of Medicare entry is extremely important since the contract award will be at that rate. Throughout contract administration, all codes reasonably considered to be included under the specialty areas will be considered in scope. Again, the total extended price figure will be used only to evaluate pricing on all offers in a uniform manner. The rationale for this approach is that codes and pricing change over time and an award based on Percent of Medicare accounts for those changes. At the end of each CLIN, extended pricing for all cells will be totaled and entered into the box entitled “Total Extended Cost All Cells”. For routine care, it is expected that VAACC patients will have prescriptions filled at VA pharmacies.

Offerors must attach the corresponding fee schedules showing the percent of Medicare; the Government must understand the basis for the pricing proposed to determine if fair and reasonable. The price schedule should be annotated and cross referenced to supporting information as necessary in order to facilitate the contracting officer’s determination of fair and reasonable pricing. The information and results provided in the proposal must be verified and traceable back to the Medicare rate from the information provided in the proposal. For reference purposes, the offeror must use the CMS 2010 schedule to calculate prices.

Links to the specific schedules are as follows:

CPT Code/Relative Value Search: https://catalog.ama-assn.org/Catalog/cpt/cpt_search.jsp

Physician Fee Schedule

[CMS- PFALL10A](#) (All 2009 codes- January 2010 release)

[CMS- PFREV10B](#) (Revision to 2010 codes)

Please make sure to include the latest revisions in your pricing. Keep in mind that the revisions are cumulative.

Lab Pathology Schedule

[CMS- 08CLAB](#) (Revision to 2010)

Radiation Therapy Services and Other Diagnostic Procedures:

Radiation Therapy [Services / Diagnostic Procedures \(Medicare Claims Processing Manual\)](#) (Rev. 1931, 03-12-10)

Offers must use the appropriate section to price Radiation Therapy Services according to the setting in which the services will be provided. These references will be used to evaluate and verify pricing.

- Section 20: General Radiation Therapy Services/Diagnostic Pricing and Procedures

CMS Outpatient Pricer

[CMS Outpatient Pricer](#)

Use the latest version for 2010/2011

Outpatient and Diagnostic Services performed in a facility. For outpatient services performed in a facility, offerors must include the price for both the technical component and the professional component in the appropriate “price per code” block on the price schedule. **If it is not possible to include both the technical and professional component due to the existence of APC pricing for such codes, the offeror must insert additional rows on the price schedule, Attachment, at the end of the med/surg, Radiation Therapy Services, and/or diagnostic CLINS.** In these additional rows the offeror will insert an APC schedule consisting of APC codes that correspond to the workload presented above in the CPT code portion of the price schedule. If workload is accounted for in an APC schedule, then the offeror must include supporting documentation that shows how the APC code correlates to CPT codes in the respective section of the price schedule. For outpatient and diagnostic pricing, Offerors must indicate on the price schedule by sub-CLIN the type of facility offered (facility or non-facility and participating or non-participating).

Offerors are reminded that they will not be reimbursed for costs incurred in an outpatient facility if outpatient facility charges are not included in the submitted price proposal. For line items which use APC codes for pricing purposes, Offerors must use the quantity of the underlying procedure.

Offerors are reminded that, when applicable, they may use the Outpatient Perspective Payment System (OPPS) cap amount for certain diagnostic services, as prescribed by Medicare.

Outpatient services

Outpatient Services must include any related ancillary charges that are normally considered part of reimbursable expenses under a DRG (If Applicable). Additionally, the Base Payment Rate plus Disproportionate Share and Medical Educational add-ons must be included in the price.

Professional Outpatient Fees must be recorded in the appropriate section of attachment D-1 Price Schedule. (Note: Sample codes for evaluation and management only have been provided on the price schedule for outpatient professional services. It is intended that the percent of Medicare rates offered in relation to these codes would cover all services normally provided as outpatient professional services.)

All outpatient medical/surgical pricing must be entered using the Medicare Geometric Mean Length of procedure. Do not use transfer pricing. For each outpatient facility offered the list of facilities and their respective Medicare provider numbers must be provided by sub-CLIN as an attachment to the schedule. The list must be provided in a manner that will allow the Government to validate proposed rates.

Offerors are reminded to use the Outpatient Radiation Therapy Services Pricer (<http://www.cms.hhs.gov/>)

Diagnostic Services

Offerors must provide complete pricing which includes both technical and professional components.

Outpatient Radiation Therapy Services:

Outpatient Radiation Therapy Services are paid by per diem. Per diems are calculated using the base rate and several adjustment factors. These factors have been provided on the schedule for use in expressing prices. The unit price for outpatient rate should be placed in the box, labeled percent of Medicare. Any resulting contract awards will be at this percent of Medicare rate.

Offerors must show all formulas, calculations, links and additional spreadsheets which are used to calculate the price in order that the contracting officer may determine that the price is fair and reasonable. All calculations used in determining weights must be shown. All links and formulas must be active such that the Government can validate calculations from the material provided by the Offerors. This basis of estimate will be used by the Government for future pricing of additional codes/procedures and for reimbursement under the contract. The basis of estimate used for your fixed price, i.e. the way that your price is calculated, will remain the same throughout the life of the contract and may be validated by post award audits.

All spreadsheets must be submitted in Microsoft Excel and without protected/locked portions or other methods which prevent or do not facilitate expeditious pricing validation. PDF files and similarly constructed files are not acceptable.

In Column labeled "Price Schedule Source", offeror must provide the name of the price or fee schedule used to derive Medicare prices for each line item. Pricing is based on all the cells using CMS regulations that include not only professional components but also facility costs.

The minimum and maximum value of services to be provided under this contract during the contract year is the following:

| CONTRACT PERIOD | MINIMUM | MAXIMUM |
|-----------------|---------------------------|-----------------------------|
| BASE YEAR | 1 patient service per day | 50 patient services per day |

BASE YEAR: (TWELVE MONTHS FROM DATE OF AWARD)

Chalmers P. Wylie VAACC

*If the proposed rate is more or less than 100% of Medicare, please indicate the percentage in the space provided.

** The VA will pay, per episode of care, at the Medicare rate at the time the patient is treated.

| CLIN | Price Schedule Source | DRG (IF APPLICABLE) or CPT Code | Est. Qty | Professional Medicare Price per Code | Technical Medicare Price per Code | Percent of Medicare | Total Extended Cost All Cells |
|------|-----------------------------|------------------------------------|-------------|-----------------------------------------------|--------------------------------------------|---------------------------|----------------------------------------|
| 0001 | | 77014-CT Guide Radiation Field | 50 | \$_____ | \$_____ | ____% | \$_____ |
| 0002 | | 77280-Simple Therapeutic Radiation | 70 | \$_____ | \$_____ | ____% | \$_____ |
| 0003 | | 77285-Set Radiation Field | 10 | \$_____ | \$_____ | ____% | \$_____ |
| 0004 | | 77290-Set Radiation Field | 250 | \$_____ | \$_____ | ____% | \$_____ |
| 0005 | | 77295-Set Radiation Field | 75 | \$_____ | \$_____ | ____% | \$_____ |
| 0006 | | 77300-Basic Dose Plan | 250 | \$_____ | \$_____ | ____% | \$_____ |
| 0007 | | 77301-Radiation Dose Plan IMRT- | 90 | \$_____ | \$_____ | ____% | \$_____ |
| 0008 | | 77305-Teletx Isodose Plan Simple | 10 | \$_____ | \$_____ | ____% | \$_____ |
| 0009 | | 77315-Teletx Isodose Plan Complex | 95 | \$_____ | \$_____ | ____% | \$_____ |
| 0010 | | 77321-Special Teletx Port Plan | 10 | \$_____ | \$_____ | ____% | \$_____ |
| 0011 | | 77326-Brachytx Isodose Calc Simp | 30 | \$_____ | \$_____ | ____% | \$_____ |
| 0012 | | 77327-Brachytx Isodose Calc Interm | 30 | \$_____ | \$_____ | ____% | \$_____ |
| 0013 | | 77328-Brachytx Isodose Calc Icomp | 30 | \$_____ | \$_____ | ____% | \$_____ |
| 0014 | | 77331-Special Radiation dosimetry | 40 | \$_____ | \$_____ | ____% | \$_____ |
| 0015 | | 77332-Radiation Treatment Aid(s) | 50 | \$_____ | \$_____ | ____% | \$_____ |
| 0016 | | 77333-Radiation Treatment Aid(s) | 50 | \$_____ | \$_____ | ____% | \$_____ |
| 0017 | | 77334-Radiation Treatment Aid(s) | 390 | \$_____ | \$_____ | ____% | \$_____ |

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| | | | | | | | |
|------|--|-----------------------------------------------------------------------------------------------------------------------|------|----------|----------|---------|----------|
| 0018 | | 77336-Radiation Physics Consultant | 575 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0019 | | 77263-Radiation therapy planning | 125 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0020 | | 77413-Radiation Treatment Delivery | 870 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0021 | | 77414-Radiation Treatment Delivery | 220 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0022 | | 77417-Radiology Port Film(s) | 300 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0023 | | 77418-Intensity Modulated Treatment Delivery (IMRT) | 1750 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0024 | | 77421-Stereoscopic x-ray guidance | 3100 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0025 | | 77427-Radiation Treatment Management | 675 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0026 | | 77470-Special Treatment Total Body Irradiation, Hemi body per oral, endocavity, or infra operative core | 85 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0027 | | 77778-Complex interstitial radiation source application | 25 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0028 | | 77263-Radiation Therapy Planning | 125 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0029 | | 77370-Therapeutic Radiation Treatment Prep | 60 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0030 | | 99201-Office/Outpatient Visit, New | 100 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0031 | | 99203-Consult Mid | 100 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0032 | | 99211-F/U visit Simple | 100 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0033 | | 99212-F/U Visit Expanded | 100 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0034 | | 99213-F/U Visit Expanded | 100 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0035 | | 76873-Ultrasound, transrectal; prostate volume study for brachytherapy treatment planning (separate procedure) | 10 | \$ _____ | \$ _____ | _____ % | \$ _____ |
| 0036 | | Cancer Care Conference (one per month) @ Columbus VAACC | 12 | \$ _____ | \$ _____ | _____ % | \$ _____ |

TOTAL BASE YEAR COST (Chalmers P. Wylie VAACC) \$ _____

SECTION C - CONTRACT CLAUSES

C.1 EXECUTIVE ORDER 13495 OF JANUARY 30, 2009, SECTION 5, NONDISPLACEMENT OF QUALIFIED WORKERS

“NONDISPLACEMENT OF QUALIFIED WORKERS

“(a) Consistent with the efficient performance of this contract, the contractor and its Subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

“(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee’s past performance, has failed to perform suitably on the job.

“(c) In accordance with Federal Acquisition Regulation 52.222–41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

“(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or

any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

“(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.”

(End of Clause)

C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with

any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

| | | |
|----------|--------------------------|----------|
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |

C.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of Provision)

C.5 FAR 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

C.6 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.7 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 patient service per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 50 patient services per day;

(2) Any order for a combination of items in excess of 100 patient services; or

(3) A series of orders from the same ordering office within 1 day/ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.8 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12/31/2011.

(End of Clause)

C.9 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of Clause)

C.10 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration, or

(5) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of Clause)

C.11 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.13 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS
HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

**C.14 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-
OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

C.15 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.16 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the provision that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

C.17 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual

service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in [819.407](#).

(End of Clause)

C.18 VAAR 852.219-72 EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-Protégé Program (DEC 2009)

This solicitation contains an evaluation factor or sub-factor regarding participation in the VA Mentor-Protégé Program. In order to receive credit under the evaluation factor or sub-factor, the offeror must provide with its proposal a copy of a signed letter issued by the VA Office of Small and Disadvantaged Business Utilization approving the offeror's Mentor-Protégé Agreement.

(End of Clause)

C.19 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: One Million Dollars per occurrence. Three Million Dollars aggregate. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount

of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

(End of Clause)

C.20 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/ she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Ohio. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.21 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

VA ACQUISITION REGULATION SOLICITATION PROVISION AND CONTRACT CLAUSE

NOTE: This clause will undergo official rule making by the Office of Acquisitions and Logistics. The below language will be submitted for public review through the Federal Register. The final wording of the clause may be changed from what is outlined below based on public review and comment. Once approved, the final language in the clause can be obtained from the Office of Acquisitions and Logistics Programs and Policy.

1. SUBPART 839.2 – INFORMATION AND INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

839.201 Contract clause for Information and Information Technology Security:

- a. Due to the threat of data breach, compromise or loss of information that resides on either VA-owned or contractor-owned systems, and to comply with Federal laws and regulations, VA has developed an Information and Information Technology Security clause to be used when VA sensitive information is accessed, used, stored, generated, transmitted, or exchanged by and between VA and a contractor, subcontractor or a third party in any format (e.g., paper, microfiche, electronic or magnetic portable media).
- b. In solicitations and contracts where VA Sensitive Information or Information Technology will be accessed or utilized, the CO shall insert the clause found at 852.273-75, Security Requirements for Unclassified Information Technology Resources.

C.22 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act

(FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

<http://checklists.nist.gov>

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

<http://www.iprm.oit.va.gov>

(End of Clause)

VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

C.23 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Addendum to 52.212-4)

C.24 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

☐ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) 31 U.S.C. 6101 note).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C. of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (8) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 2011) (15 U.S.C. 657a).

☒ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☐ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

☒ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☒ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☒ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

☐ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

☐ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

☒ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

☒ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (28) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).

☒ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (30) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).

☐ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☐ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

☐ (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class
N/A

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

The contractor shall be evaluated in accordance with the following QASP.

For: Radiation Therapy Services

Contract Number:

Contract Description: Radiation oncology services for patients at the Columbus VA Ambulatory Care Center. Services include both facility and non-facility professional components.

Contractor's name:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Contracting Officer: Monae D. Heath

Organization or Agency: Department of Veterans Affairs, Network 10 Contracting Activity,
Chalmers P. Wylie Ambulatory Care Center

b. Contracting Officer's Technical Representative (COTR) - The COTR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COTR shall keep a quality assurance file. The COTR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned Clinical COTR: Marc Cooperman, M.D., Chief, Specialty and Acute Care (SAC)

Assigned Admin COTR: Stephanie Billings, Administrative Officer, Specialty and Acute Care (SAC)

3. CONTRACTOR REPRESENTATIVES

The following employees of the contractor serve as the Contractor's program manager for this contract.

a. Program Manager: TBD

b. Other Contractor Personnel: TBD

4. PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix, below, includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

| Measure | Frequency | Acceptable Quality Level | Surveillance Method | Incentive |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------|--------------------------------------------------------|
| Clinical Information Return: Routine care and routine diagnostic testing: clinical information provided back to the authorizing VA medical center. | Within 30 days of the episode of care or prior to referral for further consultation. | All records returned or sent within 30 days | Random audit | Incentive: favorable contractor performance evaluation |
| Outpatient procedure: review of complications | Review by Quality Management and COTR | Completion rate within facility target | Random audit | Incentive: favorable contractor performance evaluation |
| Treatment Plan: Contractor physician will submit all treatment plans to COS or designee | Within one workday of initial consult for payment authorization | All patients receive treatment plan within time frame | Service Authorization; Random audit | Incentive: favorable contractor performance evaluation |
| Patient Scheduling: Contractor shall schedule all patients in appropriate period | All patients scheduled within one week from the date of request; Urgent requests scheduled and seen within same day | All patients scheduled within a week of request | Service Authorization; Random audit | Incentive: favorable contractor performance evaluation |
| Billing and Invoicing: Detailed summary of services provided, including CPT codes, delivered to VA | All treatment summaries shall include CPT codes; all treatment summaries shall be submitted to VA within ten business days | All completed treatment summaries submitted timely. | Service Authorization; Random audit | Incentive: favorable contractor performance evaluation |

| Measure | Frequency | Acceptable Quality Level | Surveillance Method | Incentive |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------|--------------------------------------------------------|
| Quality Care: Accreditation of facilities | Facilities must be accredited by The Joint Commission. If the facility is not accredited by the Joint Commission, the Contractor must perform the required work in accordance with Joint Commission hospital standards. | Full Joint Commission accreditation. | Random audit; Annual audit | Incentive: favorable contractor performance evaluation |
| Quality of Care: Provider credentialing | All providers must be properly credentialed in accordance with Joint Commission Standards; Physicians providing services under this contract shall be board certified in radiation therapy or related field. Technologists and therapists providing care shall be certified in the field | All providers credentialed. | Random audit; Annual audit | Incentive: favorable contractor performance evaluation |
| Patient Safety: Patient safety incidents must be reported to the authorizing VA medical center and the COTR. | All incidents reported immediately (within 24 hours.) | Report all incidents within 24 hours. | Random audit; 100% Inspection | Incentive: favorable contractor performance evaluation |
| Patient Safety: Patient safety incidents must be investigated, confirmed and resolved. | All incidents are investigated, confirmed and resolved. | Resolution of all instances. | Random audit; 100% Inspection | Incentive: favorable contractor performance evaluation |

| Measure | Frequency | Acceptable Quality Level | Surveillance Method | Incentive |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------|
| Patient Safety: Patient safety incident investigations, conclusions and findings must be reported to the authorizing VA medical center and the COTR. | Updates and findings of patient safety incident investigations are provided continuously (at least once a week.) | All issues regarding patient safety must be reported timely. | Random audit; 100% Inspection | Incentive: favorable contractor performance evaluation |
| Patient Satisfaction: Patient complaints about the quality of care are reported to the VISN Patient Advocate, the COTR, and the Contractor Patient for resolution. | All patient complaints are reported immediately (within 24 hours.) | All patient complaints must be reported timely. | Random audit; Validated complaints; User survey; 100% Inspection | Incentive: favorable contractor performance evaluation |

5. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COTR shall use the surveillance methods listed below in the administration of this QASP.

- a. **VALIDATED USER/CUSTOMER COMPLAINTS.** Customer complaint data is compiled quarterly and reviewed by the Service Chief – any validated complaints against a Contractor that are not resolved within the required seven day period will be further investigated.
- b. **RANDOM SAMPLING.** Patient treatment records reviewed will be randomly selected and cover the period of service.
- c. **Verification and/or documentation provided by contractor.**

6. RATINGS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

One incident of not meeting the performance standard will result in verbal counseling, second incident will be documented in a written warning, and any further incidents will result in notification of intent to cancel the contract within 30 days due to non-compliance.

7. DOCUMENTING PERFORMANCE

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COTR shall inform the Contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COTR shall document the discussion and place it in the COTR file.

When the COTR determines formal written communication is required, the COTR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

The Contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COTR. The Government shall review the contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

8. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

During contract performance, the COTR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

The COTR shall meet with the Contractor quarterly to assess performance and shall provide a written assessment.

Signature – Contractor Program Manager

Signature – Contracting Officer's Technical Representative

D.2 CONTRACTOR CERTIFICATION

CONTRACTOR CERTIFICATION

The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

D. 3 CONTRACTOR SECURITY CONTROL ASSESSMENT (CSCA)

Per VA Handbook 6500 and related policies, the successful offeror shall complete the CSCA prior to beginning work on this contract, and then on an annual basis thereafter. The CSCA shall be returned directly to the address in block 16 of the SF1449, Attn: Contracting.

Contractor Security Control Assessment (CSCA)

Self-Assessment Questionnaire for Contract Service Providers

Version 1.2

May 15, 2009

Document Change Control

| Version | Release Date | Summary of Changes | Name |
|----------------|---------------------|--------------------------------------------------------|-------------|
| Version 0.1 | March 13, 2009 | First working draft submitted to CPO. | CPO |
| Version 0.2 | March 13, 2009 | Format and minor content changes | CPO |
| Version 0.3 | March 16, 2009 | Second working draft with incorporated CPO changes | CPO |
| Version 0.4 | March 16, 2009 | Third working draft with incorporated CPO changes | CPO |
| Version 0.5 | March 18, 2009 | Final working draft with incorporated CPO suggestions | CPO |
| Version 0.6 | April 15, 2009 | Incorporation of CPO and VA staff combined suggestions | CPO |
| Version 1.0 | May 5, 2009 | Final draft document | CPO |
| Version 1.1 | May 5, 2009 | Updates made to NIST references in Appendix A | CPO |
| Version 1.2 | May 15, 2009 | Final Review for Release | FSS, OCS |

Executive Summary

The Department of Veterans Affairs (VA) must comply with the Federal Information Security Management Act (FISMA) and with Office of Management and Budget (OMB) direction to ensure oversight of contractors who access, maintain, store, or transmit Veterans' sensitive information. VA established the Contractor Security Control Assessment (CSCA) to assist in defining and evaluating information security control protection mechanisms and practices used to protect Veterans' sensitive information. All Contractors and contract service providers must comply with the same information security requirements as VA is recommended to do the CSCA on an annual basis.

Purpose

The purpose of this document is to provide security guidance for contractors and contract service providers in remote locations or alternative work-sites who access, maintain, store, or transmit Veterans' sensitive information. This CSCA is a checklist built around the framework of the National Institute of Standards and Technology (NIST).

Per NIST Special Publication (SP) 800-53A, *Guide for Assessing the Security Controls in Federal Information Systems*:

"The selective application of technological and related procedural safeguards is an important responsibility of every Federal organization in providing adequate security to its electronic data information devices."

Scope

The protection of Veterans' sensitive information is a critical and intricate part of the overall security awareness and health of the VA organization. This CSCA will assist VA in:

- Extending VA security mandates and education to affiliated contractor agencies;
- Maintaining a record of contractor agency compliance with VA-necessitated security regulations and policies that can be included in the contract file; and
- Strengthening and improving the process of securing Veterans' sensitive information on approved information devices. (An "information device" is any device used access, maintain, store, or transmit Veterans' sensitive information, such as a workstation, home computer, laptop, Blackberry, etc.)

Attestation of Compliance

Please complete this Attestation of Compliance as a declaration of your compliance with the CSCA to protect Veterans' sensitive information.

Part 1. Person Completing This Document

| | |
|-------------------|--|
| Contact Name: | |
| Title: | |
| Telephone: | |
| Business Address: | |
| Email: | |

Part 2. Contractor Organization Information

| | |
|-------------------|--|
| Contact Name: | |
| Title: | |
| Telephone: | |
| Business Address: | |
| Email: | |

Part 2a. Relationships

Does your company have a relationship with one or more third-party service providers (e.g., gateways, web-hosting companies)? ☐ Yes ☐ No

Part 2b. Transaction Processing

How is information exchanged with VA?:

Part 3. CSCA Validation

☐ **Compliant:** All sections are complete and all questions are answered affirmatively, resulting in an overall **COMPLIANT** rating.

☐ **Non-Compliant:** Not all sections are complete and/or not all questions are answered affirmatively, resulting in an overall **NON-COMPLIANT** rating.

Target Date for Compliance:

Part 3a. Confirmation of Compliant Status

☐ CSCA was completed according to the instructions therein.

| Part 3a. Confirmation of Compliant Status | |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | All information within the above-referenced CSCA and in this Attestation fairly represent the results of my assessment. |
| <input type="checkbox"/> | I have read the appropriate VA directives relative to information security and understand that I must maintain full data security standards at all times. |

| Part 3b. Contracting Officer's Technical Representative (COTR) Acknowledgement | |
|--------------------------------------------------------------------------------|----------------|
| <i>Signature of Person Completing This Document</i> | <i>Date</i> |
| | |
| <i>Printed Name of Executive Officer</i> | <i>Company</i> |
| | |
| <i>Signature of Information Security Officer</i> | <i>Date</i> |

Action Plan for Non-compliance

Please select the appropriate "Compliant" status for each requirement. If you answer "No" to any of the requirements, please complete the table below with the necessary steps to become compliant and the date on which you will be compliant.

| VA CSCA | Description of Requirement | Compliance Status (Select One) | | Remediation Date and Actions (If Compliance Status is "No") |
|---------|--------------------------------------------------------------------|-----------------------------------|--------------------------|-------------------------------------------------------------|
| | | YES | NO | |
| 1 | Install and maintain a firewall configuration. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | Host, operate, maintain, or use information devices. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3 | Use and regularly update antivirus software. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4 | Implement access controls. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5 | Conduct risk assessments. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6 | Institute information security protection. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7 | Privacy regulation for storage of Veterans' sensitive Information. | <input type="checkbox"/> | <input type="checkbox"/> | |

Self-Assessment Questionnaire**Requirement 1: Install and maintain a firewall configuration**

VA requires the use of firewalls as a protection mechanism to ensure the confidentiality, integrity and availability of VA information.

| Question | Response: (Select One) | | Comment |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Is a firewall used and installed on devices that will store, process, and maintain Veterans' sensitive information? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. If the firewall used is a hardware device, were the vendor supplied passwords removed? (hardware includes all wireless devices and routers) <i>Wireless environment defaults include, but are not limited to, wired equivalent privacy (WEP) keys, default service set identifier (SSID), passwords, and simple network management protocol (SNMP) community strings</i> | | | |
| 3. If the firewall used is a software product: | <input type="checkbox"/> | <input type="checkbox"/> | |
| a) Is it set to download automatic updates? | <input type="checkbox"/> | <input type="checkbox"/> | |
| b) Is the firewall software product installed on your PC (i.e., McAfee, Norton)? | <input type="checkbox"/> | <input type="checkbox"/> | |
| c) Is there a personal firewall software installed on any mobile and/or employee-owned computers that have direct connectivity to the Internet (e.g., laptops used by employees) and are used to access the VA's network? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Does the firewall monitor, restrict, and respond to inbound and outbound communications by sending notification alerts when a connection is attempted? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Does the firewall provide email-scanning that monitors incoming and outgoing messages for viruses and security threats? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. Does the firewall prohibit direct public access between external networks and any information device component that stores Veterans' sensitive information (e.g., databases, logs, trace files)? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. Is there Wi-Fi protected access (WPA and WPA2) technology enabled for encryption and authentication when WPA-capable? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. Is there justification and documentation for any risky protocols allowed (e.g., file transfer protocol [FTP]), including the reason for the use of the protocol and security features implemented? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. Are you using Federal Information Processing Standard (FIPS) 140-2 validated encryption for storing and transferring VA sensitive information? | <input type="checkbox"/> | <input type="checkbox"/> | |

Requirement 2: VA Information Hosting, Operation, Maintenance or Use

| Question | Response: (Select One) | | Comment |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Are you designing or developing a system or information device for or on behalf of VA? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Are you hosting, operating, maintaining, or using an information device on behalf of the VA that contains Veterans' sensitive information? (If so, then Certification & Accreditation (C&A) is required for the information device; and all security controls outlined in the VA Handbook 6500, Appendix D are required.) | <input type="checkbox"/> | <input type="checkbox"/> | |

Requirement 3: Use and regularly update antivirus software

Information devices with access to Veterans' sensitive information are required to implement malicious code protection that includes a capability for automatic updates and real-time scans.

| Question | Response: (Select One) | | Comment |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Is antivirus software installed on all information devices with access to Veterans' sensitive information? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Is the antivirus programs capable of detecting, removing, and protecting against other forms of malicious software, including spyware and adware? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Is the antivirus mechanism current, actively running, and capable of generating audit logs? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Does the antivirus mechanism provide malicious code protection mechanisms for applications that may transfer malicious code (e.g., file transfer software, instant messaging software)? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Are updates to malicious code protection mechanisms made whenever new releases are available? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. Are information devices with access to Veterans' sensitive information email clients and servers configured to block attachments with file extensions associated with malicious code (e.g., .pif, .vbs), and suspicious file extension combinations (e.g., .txt.vbs, .htm.exe)? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. Do you scan your systems regularly for vulnerabilities? | <input type="checkbox"/> | <input type="checkbox"/> | |
| Please identify the scanning technology you use here: | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. Are malicious code protection mechanisms: | <input type="checkbox"/> | <input type="checkbox"/> | |
| a) Appropriately updated to include the latest malicious code definitions? | <input type="checkbox"/> | <input type="checkbox"/> | |
| b) Configured to perform periodic scans of the information device, as well as real-time scans of each file, as the file is downloaded, opened, or executed? | <input type="checkbox"/> | <input type="checkbox"/> | |

Requirement 4: Implement Access Controls

VA requires the management of information device accounts, including establishing, activating, modifying, reviewing, disabling, and removing accounts. The frequency for reviews of information device accounts should be documented: the review of information device accounts every 90 days for moderate- and high-impact systems; the review of information device accounts every six months for low-impact systems.

At a minimum, VA requires addressing the deactivation of all computer information device accounts in a timely manner, indicative of the information device impact level, when a change in user status occurs, regardless of platform (including personal computer, network, mainframe, firewall, router, telephone, and other miscellaneous utility information devices), such as when the account user:

- Departs the agency voluntarily or involuntarily;
- Transfers to another area within the agency;
- Is suspended;
- Goes on long-term detail; or

- Otherwise no longer has a legitimate business need for information device access.

| Question | Response: (Select One) | | Comment |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Are all users identified with a unique ID before allowing them to access information device components or Veterans' sensitive information? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. In addition to assigning a unique ID, is one or more of the following methods employed to authenticate all users? a) Password b) Token devices (e.g., SecureID, certifications, or public key) c) Biometrics | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Are group, shared, or generic accounts and passwords forbidden? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Are first-time passwords set to a unique value for each user? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Must each user change their password immediately after the first use? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. Are password procedures and policies communicated to all users who have access to Veterans' sensitive information? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. Are users required to change their passwords every 90 days? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. Are user passwords required to contain both numeric and alphabetic characters? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. Are users required to submit a new password that is different from any of the last four passwords he or she has used? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10. Are repeated access attempts limited by locking out the user ID after no more than six attempts? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. If a session has been idle for more than 15 minutes, must a user re-enter the password to re-activate the terminal or session? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. Is all access to any database containing Veterans' sensitive information authenticated? | <input type="checkbox"/> | <input type="checkbox"/> | |

Requirement 5: Conduct Risk Assessments

Risk assessments are conducted to determine the likelihood of risk to information, and whether protection mechanisms are in place to reduce risk.

Risk assessments must be conducted at VA in order to evaluate the readiness of the information device, organization, or asset that will be using Veterans' sensitive information. The risk assessments for information devices or assets with access to Veterans' sensitive information are to be updated/conducted at least every three years or whenever there is a significant change to the information device, asset or work environment that may impact the security protection of the information.

| Question | Response: (Select One) | | Comment |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Has a System of Records been created per the Privacy Act of 1974? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Has the information device used under this contract been categorized (High, Medium, Low) in accordance with FIPS 199, <i>Standards for Security Categorization of Federal Information and Information Systems</i> , and NIST SP 800-60, <i>Guide for Mapping Types of Information and Information Systems to Security Categories</i> ? | <input type="checkbox"/> | <input type="checkbox"/> | |

| Question | Response: (Select One) | | Comment |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------|
| | YES | NO | |
| 3. Has a risk assessment been conducted to estimate potential risks and vulnerabilities to the confidentiality, integrity, and availability of Veterans' sensitive information stored, processed, or transmitted? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. If a risk assessment has been conducted for the information device or asset, does the assessment adequately address: a) The magnitude of harm that could result from the unauthorized access, use, disclosure, modification, or destruction of the information and the information devices that support its operations and assets (including information and information devices managed/operated by external parties); and b) When the risk assessment was conducted (i.e., a risk assessment was performed for the information device in [month/year])? | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | |
| 5. Does the risk assessment reflect and detail the following conditions that may impact the security or accreditation status of the information device with access to VA sensitive information: a) Where the information is stored on the device; b) The work location of the information device; c) Potential access to the information device from unauthorized personnel;.and d) The latest significant changes to the information device? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |
| 6. What is the risk rating of the information device, based on the risk level matrix (High, Medium, Low risk level)? | | | |
| 7. Are there recommended controls/alternative options to reduce risk? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. Are risk determinations annually reviewed/updated? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. What is the impact analysis and evaluation of the information device with access to Veterans' sensitive information (High, Med, Low impact)? | | | |
| 10. Were potential impacts considered in accordance with the US Patriot Act of 2001 and related Homeland Security Presidential Directives (HSPDs),? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. Have mitigation strategies been discussed with VA officials with significant information and information device responsibilities? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. If a risk assessment does not exist for this information device, will a risk assessment be conducted in accordance with NIST SP 800-30, <i>Risk Management Guide for Information Technology Systems</i> , as part of the C&A process? | <input type="checkbox"/> | <input type="checkbox"/> | |

| Question | Response: (Select One) | | Comment |
|-------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 13. Does a contingency plan exist for your system(s)? | <input type="checkbox"/> | <input type="checkbox"/> | |

Requirement 6: Institute Information Security Protection

Information security is the protection of information from a wide range of threats and vulnerabilities to ensure business continuity. The framework of information security includes a minimum set of security actions needed to effectively incorporate security in the system development process.

The protection of information devices with access to Veterans' sensitive information and communications is required at the session—as opposed to packet—level by implementing session level protection where needed.

System and Communications Protection

| Question | Response: (Select One) | | Comment |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Are documents or records maintained that define, either explicitly or by reference, the time period of inactivity before the information device terminates a network connection? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Does the information device terminate a network connection at the end of a session or after the organization-defined time period of inactivity? | <input type="checkbox"/> | <input type="checkbox"/> | |

System and Information Integrity

| Question | Response: (Select One) | | Comment |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Do you use web services that utilize VA information? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Is the output from the information device handled in accordance with applicable laws, Executive Orders (E.O.), directives, policies, regulations, standards, and operational requirements? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Is the output from the information device retained in accordance with applicable laws, E.O.s, directives, policies, regulations, standards, and operational requirements? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Does the organization restrict the capability to input information to the information device to authorized personnel? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Does the information device implement spam protection by verifying that the organization: | | | |
| a) Employs spam protection mechanisms at critical information system entry points and at workstations, servers, or mobile computing devices on the network? | <input type="checkbox"/> | <input type="checkbox"/> | |
| b) Employs spam protection mechanisms to detect and take appropriate action on unsolicited messages transported by email, email attachments, Internet access, or other common means? | <input type="checkbox"/> | <input type="checkbox"/> | |

Physical Security

| Question | Response: (Select One) | | Comment |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Is the Veterans' sensitive information physically controlled and securely store in controlled areas? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Is the information device located within an area that minimizes potential damage from physical and environmental hazards? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Is the information device positioned within an area that minimizes the opportunity for unauthorized access? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Are procedures in place to help all personnel easily distinguish between employees and visitors, especially in areas where Veterans' sensitive information is accessible? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Are appropriate facility entry controls in place to limit and monitor physical access to information devices that store, process, or transmit Veterans' sensitive information? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. Is physical access controlled to prevent unauthorized individuals from observing the display output of information system devices that display information? | <input type="checkbox"/> | <input type="checkbox"/> | |

Requirement 7: Privacy Regulation for Storage of Veterans' Sensitive Information

VA requires that the handling and retention of output of Veterans' sensitive information be in accordance with VA policy and operational requirements. Other requirements include: (a) physical control and secure storage of the information media, both paper and digital, based on the highest FIPS 199 security category of the information recorded on the media; and (b) utilizing alternative sites for the storage of backup information. Information devices with access to Veterans' sensitive information must prevent unauthorized and unintended information transfer via shared information device resources.

Access to VA Information and VA Information Systems

| Question | Response: (Select One) | | Comment |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Do you maintain a current list of employees/sub-contractors that are accessing VA's information and information systems for this contract? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Have the appropriate background investigative requirements been met for all employees and subcontractors? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Has access (both technical and physical) to VA information and/or VA information systems been provided to employees and subcontractors, only to the extent necessary to perform the services specified in the contract? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. When employees/subcontractors leave or are reassigned, is the contracting officer 's technical representative COTR notified? | <input type="checkbox"/> | <input type="checkbox"/> | |

Custodial Requirements

| Question | Response: (Select One) | | Comment |
|----------|---------------------------|----|---------|
| | YES | NO | |

| Question | Response: (Select One) | | Comment |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Were you required to sign a Business Associate Agreement prior to receiving access to Veterans' sensitive information? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Is Veterans' sensitive information, made available by the VA for the performance of this contract, used only for those purposes, unless prior written agreement from the contracting officer? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Is Veterans' sensitive information maintained separately and not co-mingled with any other data on the contractors/subcontractors systems/media storage systems ? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Are you ensuring that Veterans' sensitive information gathered or created by the contract is not destroyed without prior written approval by the COTR? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Are you aware that making copies of Veterans' sensitive information is not permitted, except as necessary to perform efforts in support of as agreed upon by the VA? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. Is the protection of Veterans' sensitive information commensurate with the FIPS 199 security categorization? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. If hard drives or other removable media contain VA sensitive information, is the data sanitized (three time wipe) consistent with NIST SP 800-88, <i>Guidelines for Media Sanitization</i> , and returned to the VA at the end of the contract? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. Does the organization sanitize Veterans' sensitive information, both paper and digital, prior to disposal or release for reuse? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. Are you identified and authorized to transport Veterans' sensitive information outside of controlled areas? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10. Are there policies and procedures documented for protecting Veterans' sensitive information during transport? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. Is the information device located within an area that minimizes potential damage from physical and environmental hazards? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. Is the information device positioned within an area that minimizes the opportunity for unauthorized access? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13. Does the organization employ appropriate management, operational, and technical information system security controls at alternate work sites? | <input type="checkbox"/> | <input type="checkbox"/> | |

Security Incident Investigation

| Question | Response: (Select One) | | Comment |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Does your company have a security incident reporting process? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Do you and/or your employees know to immediately report a security/privacy incident that involves Veterans' sensitive information to their supervisor? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Does your company know to report a security/privacy incident that involves Veterans' sensitive information to the COTR and the appropriate law enforcement entity, if applicable? | <input type="checkbox"/> | <input type="checkbox"/> | |

| Question | Response: (Select One) | | Comment |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 4. Does the company collect the information concerning the incident (who, how, when, and where) and provide it to the COTR? | <input type="checkbox"/> | <input type="checkbox"/> | |

Training

| Question | Response: (Select One) | | Comment |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------|---------|
| | YES | NO | |
| 1. Does the organization employ a formal sanctions process for personnel failing to comply with established information security policies and procedures? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Have all contractors/subcontractors signed the VA National Rules of Behavior? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Have all contractors/subcontractors completed the VA approved security training? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Have all contractors/subcontractors completed the VA approved privacy training? | <input type="checkbox"/> | <input type="checkbox"/> | |

Appendix A. References

Department of Veterans Affairs

VA Directive 6500, *Information Security Program*.

VA Handbook 6500, *Information Security Program*

VA Handbook 6500.1 *Electronic Media Sanitization*

VA Handbook 6500.3 *Certification and Accreditation*

Federal Information Processing Standards

FIPS 140-2, *Security Requirements for Cryptographic Modules*

FIPS 190, *Guideline for the Use of Advanced Authentication Technology Alternatives*.

FIPS 199, *Standards for Security Categorization of Federal Information and Information Systems*.

FIPS 201-1, *Personal Identity Verification for Federal Employees and Contractors*.

National Institute of Standards and Publications

NIST SP 800-30, *Risk Management Guide for Information Technology Systems*.

NIST SP 800-40, *Creating a Patch and Vulnerability Management Program*.

NIST SP 800-53A, *Guide for Assessing the Security Controls in Federal Information Systems*.

NIST SP 800-60, *Guide for Mapping Types of Information and Information Systems to Security Categories: (2 Volumes) - Volume 1: Guide Volume 2: Appendices*.

NIST SP 800-73, *Interfaces for Personal Identity Verification (4 parts): 1- End-Point PIV Card Application Namespace, Data Model and Representation, 2- End-Point PIV Card Application Interface, 3- End-Point PIV Client Application Programming Interface, 4- The PIV Transitional Data Model and Interfaces*.

NIST SP 800-76, *Biometric Data Specification for Personal Identity Verification*.

NIST SP 800-78, *Cryptographic Algorithms and Key Sizes for Personal Identity Verification*.

NIST SP 800-88, *Guidelines for Media Sanitization*.

SECTION E - SOLICITATION PROVISIONS

E.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW,
Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

E.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery – Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.4 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.5 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

E.7 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

ATTN: Contracting (91)
Department of Veterans Affairs
Chalmers P. Wylie Ambulatory Care Center
420 North James Road
Columbus, OH 43219-1834

Mailing Address:

ATTN: Contracting (91)
Department of Veterans Affairs
Chalmers P. Wylie Ambulatory Care Center
420 North James Road
Columbus, OH 43219-1834

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.8 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

- (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.12 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

(End of Addendum to 52.212-1)

E.14 VAAR 852.273-73 EVALUATION - HEALTH-CARE RESOURCES (JAN 2003)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following information or factors shall be used to evaluate offers:

Accreditation/Certification
Technical Excellence
Past Performance
Cost or Price
(Listed in order of importance)

EVALUATION—FACTORS

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Preference and/or credit will be given to a service disabled veteran and/or veteran owned small businesses that may submit a proposal for this requirement. The following information or factors shall be used to evaluate offers (Factors are listed in the descending order of relative importance).

- (1) Accreditation/Certification
- (2) Technical Excellence
- (3) Past Performance
- (4) Best Value

(5) Cost or Price

PRINCIPAL ELEMENTS AND CRITERIA FOR EVALUATION FACTORS are as follows:

- (1) **Accreditation/Certification:** The offeror should provide documentation of Joint Commission accreditation or similar certification for the organizations as well as each person who would be working under this contract.

(2) **Technical Excellence**

The Government will evaluate: the offeror's understanding of the Government's requirements and its understanding of the work to be performed under the prospective contract; the offeror's organization and its technical team's ability to perform the work, the offeror's technical approach for fulfilling the requirements; an assessment of the likelihood that the offeror's capabilities will enable them to meet the Government requirements; and an assessment of any risk(s) that could potentially lead to the offeror's poor performance which could jeopardize the success of the contract.

(3) **Past Performance**

1. Each offeror will be evaluated on their performance under existing and prior contracts of similar type, scope, size, and complexity. The VA will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. Past performance information will be obtained from references provided by the offeror and from other sources known to the Government or learned during the course of evaluation. An offeror with no relevant past performance history may not be evaluated favorably or unfavorably and will be given a neutral rating. Offerors shall submit the following:
 - a. A list of contracts completed during the past three (3) years for physician services and all contracts and subcontracts currently in process for the same. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. Include the following information for each contract:
 - i. Name and address of contracting activity
 - ii. Name and telephone number of contract person
 - iii. Dates of contract performance
 - iv. Total contract value
 - b. Offerors should send their listed private sector references a letter, authorizing the reference to provide past performance information to the Government.
 - c. The offeror may provide information on problems encountered on the contracts above and corrective actions taken to resolve those problems.

Offerors should not provide general information on the identified contracts. General performance information will be obtained from the references.

(4) Best Value:

- a. Offered price for services compared to value demonstrated in response
- b. Provides innovative strategies for rendering services at Best Value to the Government

(5) Cost or Price: The Government will evaluate the reasonableness of the price of each acceptable offer.

All Evaluation Factors are listed in order of importance. Technical Factors and Past Performance, when combined, **are significantly more important** than Cost or Price. All Evaluation Factors other than cost or price, when combined, **are significantly more important** than cost or price.

The rating system used for this contract will be adjectives in a matrix measurement system. All measures must be at minimum **“ACCEPTABLE”** to receive further consideration.

| Score | Criteria |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EXCEEDS | The proposal is very comprehensive, in-depth, clear and uniformly outstanding in quality. Consistently high quality performance can be expected. The proposal, as written, exceeds Request For Proposal (RFP) requirements and demonstrates an exceptional understanding of goals and objectives of the acquisition. One or more major strengths exist. No significant weaknesses exist. |
| ACCEPTABLE | The proposal meets all minimum requirements and generally is of high quality. Proposal demonstrates an acceptable understanding of goals and objectives of the acquisition. There may be both strengths and weaknesses, but the strengths outweigh the weaknesses. Deficiencies are minor and easily corrected. Proposal is acceptable as written. Satisfactory performance can be expected. |
| NEUTRAL | (ONLY FOR PAST PERFORMANCE FACTOR) Offeror does not have a record of relevant Past Performance or information regarding Past Performance is not available. |
| MARGINAL | The proposal fails to meet minimum requirements. Proposal demonstrates a fair understanding of the goals and objectives of the acquisition. Weaknesses outbalance any strengths that exist. Weaknesses will be difficult to correct and would require negotiations. Does Not Meet RFP Requirements in one or two areas. |
| UNACCEPTABLE | The proposal fails to meet minimum requirements. Proposal fails to meet an understanding of the goals and objectives of the acquisition. The proposal has one or more significant weaknesses that will be very difficult or impossible to correct. Major proposal revision(s) are required for minimum acceptability. |

| Risk Assessment | |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HIGH | Offeror's proposed approach is likely to cause significant disruption of schedule, increase in cost, or degradation of performance and will require a high level of Contractor emphasis and Government monitoring to overcome difficulties. |
| MODERATE | Offeror's proposed approach is likely to cause a moderate disruption of schedule, increase in cost, or degradation of performance and will require a medium level of Contractor emphasis and Government monitoring to overcome difficulties. |
| LOW | Offeror's proposed approach is likely to cause minimal or no disruption of schedule, increase in cost, or degradation of performance and will require a low level of Contractor emphasis and Government monitoring to overcome difficulties. |

(b) Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are materially unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) If this solicitation is a request for proposals (RFP), a written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.15 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (ESWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;
or

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter

the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is

participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a

lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

| |
|-------|
| _____ |
| _____ |
| _____ |

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [] does [] does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted Business Operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)